

IN THE UNITED STATES
DISTRICT COURT FOR THE MIDDLE
DISTRICT OF PENNSYLVANIA

THE UNITED STATES OF AMERICA	:	
	:	
Plaintiff,	:	
	:	
	:	CIVIL ACTION NO.
	:	4:CV-93-667
v.	:	
	:	
THE BOROUGH OF LEMOYNE; CAPITOL	:	
PRODUCTS CORPORATION, formerly a	:	
wholly-owned subsidiary of Ethyl	:	
Corporation; THE CITY OF YORK;	:	
CSX TRANSPORTATION, INC.; DAL-TILE	:	
CORPORATION; JURA SERVICES, INC.,	:	
formerly known as Sketchley	:	
Services, Inc.; LITTLESTOWN	:	
HARDWARE & FOUNDRY COMPANY, INC.;	:	
and SPECTRA-KOTE CORPORATION,	:	
	:	
Defendants.	:	

AMENDMENT TO THE DE MINIMIS CONSENT DECREE

Paragraph III.1 and Attachment 1 to the de minimis Consent Decree are hereby amended to read as follows:

III.1. Each Settling Defendant shall pay that portion of \$996,376.00 as is set forth for that Settling Defendant in Attachment 1 to this Consent Decree, which is incorporated herein by reference, within 30 days of the entry of this Consent Decree. The City of York shall pay its portion of the settlement amount in six equal annual payments of \$45,000.00, plus a final payment of \$3,573.00 in the seventh year, with the first payment beginning thirty days after the entry of the Consent Decree.

ATTACHMENT 1

	<u>% share</u>	<u>SETTLEMENT ALLOCATION</u>
1. CSX Transportation	0.140%	\$ 37,660.00
2. Sketchley Services	0.262%	\$ 70,478.00
3. Ethyl Corporation	0.292%	\$ 78,548.00
4. Dal-Tile Corporation	0.625%	\$ 168,125.00
5. Lemoyne Borough	0.102%	\$ 27,438.00
6. Littco	0.438%	\$ 117,822.00
7. Spectra-Kote	0.828%	\$ 222,732.00
8. City of York	<u>1.017%</u>	\$ <u>273,573.00</u>
Total	3.704%	\$ 996,376.00

THE UNDERSIGNED PARTIES, who have entered into this de minimis Consent Decree in the matter of United States v. The Borough of Lemoyne, et al. relating to the Keystone Landfill Superfund Site, hereby agree to the above amendments to paragraph III.1 and Attachment 1 to the de minimis Consent Decree.

FOR THE UNITED STATES OF AMERICA:

L. J. Schaffer
LOIS J. SCHAEFFER
Acting Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice
Washington, D.C. 20530

7/30/94
Date

Lynn Penman
LYNN PENMAN
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
Washington, D.C. 20530

7/14/94
Date

DAVID M. BARASCH
United States Attorney
Middle District of Pennsylvania

By: _____
ROBERT R. LONG, JR.
Assistant United States Attorney
Middle District of Pennsylvania
Lewisburgh, PA 17837

III-93-11-KC
(03-93-0247)
cc: E. McCool
B. Borden
L. Vassallo

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

entered 11/17/94

UNITED STATES OF AMERICA,

Plaintiff

v.

THE BOROUGH OF LEMOYNE; CAPITOL
PRODUCTS CORPORATION, formerly
wholly-owned subsidiary of
Ethyl Corporation; THE CITY OF
YORK; CSX TRANSPORTATION, INC.;
DAL-TILE CORPORATION; JURA
SERVICES, INC., formerly known
as Sketchley Services, Inc.;
LITTLESTOWN HARDWARE & FOUNDRY
COMPANY, INC.; and SPECTRA-KOTE
CORPORATION,

Defendants

CIVIL ACTION NO. 4: CV-93-0667

(Rambo, C.J.)

ORDER

AND NOW, in accordance with the accompanying memorandum,
in consideration of the motion of the United States to enter the
amended consent decree attached to this order, IT IS HEREBY ORDERED
THAT:

(1) The United States' motion to enter the consent
decree, as amended, is GRANTED;

(2) The amended consent decree is hereby entered and
adopted as the judgment of this court;

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,

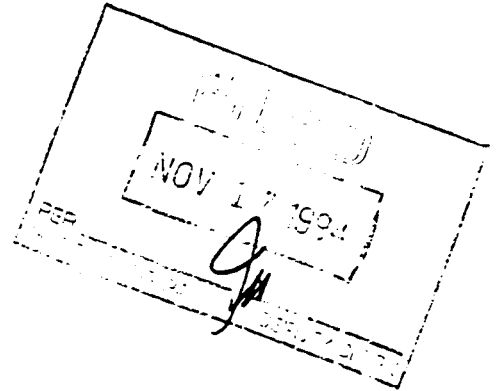
Plaintiff

v.

THE BOROUGH OF LEMOYNE; CAPITOL
PRODUCTS CORPORATION, formerly
wholly-owned subsidiary of
Ethyl Corporation; THE CITY OF
YORK; CSX TRANSPORTATION, INC.;
DAL-TILE CORPORATION; JURA
SERVICES, INC., formerly known
as Sketchley Services, Inc.;
LITTLESTOWN HARDWARE & FOUNDRY
COMPANY, INC.; and SPECTRA-KOTE
CORPORATION,

Defendants

CIVIL ACTION NO. 4: CV-93-0667



(Rambo, C.J.)

O R D E R

AND NOW, in accordance with the accompanying memorandum,
in consideration of the motion of the United States to enter the
amended consent decree attached to this order, IT IS HEREBY ORDERED
THAT:

- (1) The United States' motion to enter the consent
decree, as amended, is GRANTED;
- (2) The amended consent decree is hereby entered and
adopted as the judgment of this court;

SD 032995T022

Site # 49 STFA03W949

Entered 11-17-94

Due 12-17-94

996376

RECEIVED

DEC 05 1994

EPA, REGIONAL OFFICE
FINANCIAL ASSISTANCE

TIME STUDY CASE
IN THE UNITED STATES
DISTRICT COURT FOR THE MIDDLE
DISTRICT OF PENNSYLVANIA

4 : CV-93- 667

THE UNITED STATES OF AMERICA

Plaintiff,

v.

THE BOROUGH OF LEMOYNE; CAPITOL
PRODUCTS CORPORATION, formerly a
wholly-owned subsidiary of Ethyl
Corporation; THE CITY OF YORK;
CSX TRANSPORTATION, INC.; DAL-TILE
CORPORATION; JURA SERVICES, INC.,
formerly known as Sketchley
Services, Inc.; LITTLESTOWN
HARDWARE & FOUNDRY COMPANY, INC.;
and SPECTRA-KOTE CORPORATION,

Defendants.

CIVIL ACTION NO.

RECEIVED
HARRISBURG, PA

DEC 3 1993

LANCE S. WILSON, CLERK
PER

HARRISBURG, PA

NOV 1 1994

LANCE S. WILSON, CLERK
PER

CONSENT DECREE

This Consent Decree is made and entered into by and between the United States of America (the "United States") and the (1) the Borough of Lemoyne; (2) Capitol Products Corporation, formerly a wholly-owned subsidiary of Ethyl Corporation; (3) the City of York; (4) CSX Transportation, Inc.; (5) Dal-Tile Corporation; (6) Jura Services, Inc., formerly known as Sketchley Services, Inc.; (7) Littlestown Hardware & Foundry Company, Inc.; and (8) Spectra-Kote Corporation ("Settling Defendants");

WHEREAS, the United States, on behalf of the Administrator of the United States Environmental Protection

Agency ("United States" or "Plaintiff") filed a Complaint in the United States District Court for the Middle District of Pennsylvania on May 4, 1993 against (1) the Borough of Lemoyne; (2) Capitol Products Corporation, formerly a wholly-owned subsidiary of Ethyl Corporation; (3) the City of York; (4) CSX Transportation, Inc.; (5) Dal-Tile Corporation; (6) Jura Services, Inc., formerly known as Sketchley Services, Inc.; (7) Littlestown Hardware & Foundry Company, Inc.; and (8) Spectra-Kote Corporation, pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act ("CERCLA"), 42 U.S.C. § 9607, seeking recovery of costs incurred and to be incurred in responding to the release and/or threat of release of hazardous substances at or in connection with the Keystone Sanitation Landfill, Union Township, Adams County, Pennsylvania (the "Site"), as well as declaratory relief pursuant to CERCLA Section 113, 42 U.S.C. § 9613, and 28 U.S.C. § 2201;

WHEREAS, the United States has incurred and continues to incur response costs in responding to the release and/or threat of release of hazardous substances at or in connection with the Site;

WHEREAS, the settlement embodied in this Consent Decree with respect to each Settling Defendant involves only a minor portion of the response costs which have been and will be incurred to remediate the Site;

WHEREAS, based on currently available information, the Regional Administrator of the United States Environmental Protection Agency, Region III ("Regional Administrator") has determined that (1) the amount of hazardous substances contributed by each Settling Defendant is minimal in comparison to the other hazardous substances at the Site, and (2) the toxic or other hazardous effects of the hazardous substances contributed to the Site by the Settling Defendants do not contribute disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site;

WHEREAS, the Settling Defendants who have entered into this Consent Decree do not admit any liability to the United States arising out of the Site or the transactions or occurrences alleged in the Complaint, but desire to resolve their potential liabilities with respect to the Site;

WHEREAS, the Regional Administrator has determined that this Consent Decree is fair, practicable and in the public interest; and

WHEREAS, the United States and the Settling Defendants agree that settlement of the Plaintiff's claims against the Settling Defendants identified herein is without the admission or adjudication of any issue of fact or law, is fair, practicable and in the public interest within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A);

NOW THEREFORE, it is ORDERED, ADJUDGED and DECREED as follows:

I. JURISDICTION

This Consent Decree is being entered into pursuant to the authority of CERCLA Section 122(g)(4), 42 U.S.C. § 9622(g)(4). This Court has exclusive jurisdiction over the subject matter and the parties to this action pursuant to 28 U.S.C. §§ 1331 and 1345, and CERCLA Sections 107 and 113(b), 42 U.S.C. §§ 9607 and 9613(b). The parties agree to be bound by the terms of this Consent Decree and not to contest its validity in any subsequent proceeding to implement or enforce its terms.

II. PARTIES BOUND

The provisions of this Consent Decree shall apply to and be binding upon all signatories and their respective successors and assigns. Each signatory for the Settling Defendants and the Assistant Attorney General of the United States Department of Justice represents that he or she is duly authorized as an officer of the settling entity or otherwise has the authority to enter into the terms and conditions of this Consent Decree and to legally bind the party represented by him or her.

III. PAYMENT

1. Each Settling Defendant shall pay that portion of \$912,179.00 as is set forth for that Settling Defendant in Attachment 1 to this Consent Decree, which is incorporated herein by reference, within 30 days of the entry of this Consent Decree. The City of York shall pay its portion of the settlement amount in six equal annual payments of \$45,000.00, plus a final payment

of \$4,380.00 in the seventh year, with the first payment beginning thirty days after the entry of the Consent Decree.

2. If total response costs incurred by any person at or in connection with the Site exceed \$25,000,000.00, then each Settling Defendant shall also pay to the United States that Settling Defendant's share of such costs in excess of \$25,000,000.00 up to a maximum of that Settling Defendant's share of total costs of \$40,000,000.00, provided that the costs so incurred are not inconsistent with the National Contingency Plan, 40 C.F.R. Part 300. Any Settling Defendant may request cost documentation from the Environmental Protection Agency within thirty days of the date of EPA's demand for such Settling Defendant's share of costs in excess of \$25,000,000.00. Any Settling Defendant may challenge the cost inconsistency by motion within thirty days of the date that such cost documentation has been provided by the Environmental Protection Agency, otherwise the right to challenge will be waived. Each Settling Defendant's share of such costs shall be determined by applying the percentage figure listed in Attachment 1 for each Settling Defendant to the amount of costs exceeding \$25,000,000.00, but less than \$40,000,000.00. The preceding notwithstanding, the City of York and the Borough of Lemoyne may make such additional payments in up to six equal annual installments.

3. Each payment shall be made by certified or cashier's check which shall reference the Site name, the name of the Settling Defendant, and the Civil Action Number for this

case, and shall be made payable to the "EPA - Hazardous Substance Superfund." Each payment shall be sent to:

U.S. EPA Region III
P.O. Box 360515
Pittsburgh, Pennsylvania 15251-6515

4. At the time of sending its check referred to in Paragraph 3, each Settling Defendant shall also send a copy of its check to the Regional Hearing Clerk (3RC00), United States Environmental Protection Agency, Region III, 841 Chestnut Building, Philadelphia, PA 19107.

5. Interest shall accrue on amounts due and owing but not paid pursuant to the terms of this Consent Decree at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

IV. CIVIL PENALTIES

In addition to any other remedies or sanctions available to the United States, if any Settling Defendant fails or refuses to comply with any term or condition of this Consent Decree, then such Settling Defendant shall be subject to individual civil penalties of up to \$25,000.00 per day of such failure or refusal pursuant to Section 122(1) of CERCLA, 42 U.S.C. § 9622(1).

V. CERTIFICATION AND STIPULATION

Each Settling Defendant certifies, to the best of its knowledge and belief, that: A) after diligent inquiry and investigation it has responded in full to any requests for information served by the United States Environmental Protection

Agency in connection with the Site; B) it has provided to the United States the accurate quantity of the entire amount of material it has sent to the Site, whether it be hazardous or non-hazardous; C) the waste it has contributed to the Site, if any, does not contribute disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site and the toxic or other hazardous effects of such waste is minimal in comparison to the effects of the other hazardous substances at the Site; and D) the waste contributed by that Settling Defendant to the Site, if any, does not amount to more than 6,500 cubic yards of waste. If this certification is subsequently determined to be false, the Settling Defendant shall forfeit all payments made pursuant to Section III of this Consent Decree. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose EPA's right to pursue any other causes of action arising from Settling Defendant's false certification, including a reopening of the United States' causes of action that otherwise would have been settled by this Consent Decree.

VI. COVENANTS NOT TO SUE

1. Subject to the Reservations of Rights in Section VII of this Consent Decree, upon payment of the amounts specified in Section III, Paragraph 1 of this Consent Decree, and in consideration of said payments, the United States covenants not to sue or take any other civil or administrative action against any of the Settling Defendants for any and all civil liability to the United States for reimbursement of any and all response costs

incurred or to be incurred by the United States in connection with the Site, for declaratory or injunctive relief pursuant to Sections 106, 107(a), or 113 of CERCLA, 42 U.S.C. §§ 9606, 9607(a), or 9613 to implement any work at the Site, or for injunctive relief pursuant to Section 7003 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6973.

2. In consideration of the covenant not to sue in Paragraph 1 of this Section, the Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States with respect to the Site or this Consent Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund, through CERCLA Sections 106(b)(2), 111, 112, 113, or any other provision of law, or any claims arising out of response activities at the Site.

3. Conditional upon the successful completion of the remedial action set forth in the Record of Decision (ROD) for Operable Unit One (OU1) of the Site, the United States Department of the Interior agrees to a covenant not to sue for damages to natural resources encompassed in OU1.

VII. RESERVATION OF RIGHTS

1. Nothing in this Consent Decree is intended to be nor shall it be construed as, a release or covenant not to sue for any claims or causes of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any Settling Defendant for:

- (a) any liability of any Settling Defendant as a result of failure of that Settling Defendant to make the payments required of that Settling Defendant by Section III, Paragraph 1 of this Consent Decree, or
- (b) any matters not expressly included in this Consent Decree, including, without limitation, liability for damages to natural resources at any other operable unit at the Site other than OU1, or criminal liability associated with the Site.

2. Nothing in this Consent Decree constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States to seek or obtain further relief, including reimbursement of costs, damages, contribution or indemnity, from any Settling Defendant, and the Covenants Not to Sue in Section VI of this Consent Decree is null and void as to such Settling Defendant, if information not currently known by the Environmental Protection Agency is discovered which indicates that such Settling Defendant no longer qualifies as a de minimis defendant at the Site, either because such Settling Defendant contributed equal to or greater than 6,500 cubic yards of waste to the Site, or because the toxic or other hazardous effects of the hazardous substances contributed to the Site by such Settling Defendant contributed disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site.

3. Nothing in this Consent Decree constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States to seek or obtain further relief, including reimbursement of costs, damages, contribution or indemnity, from any Settling Defendant if information not currently known by the Environmental Protection Agency is discovered which indicates that such Settling Defendant has contributed an amount equal to or over 20% more waste to the Site than is currently known by the Environmental Protection Agency, even if such amount of waste is still under 6,500 cubic yards.

4. Notwithstanding any other provision in this Consent Decree, the United States reserves the right to institute proceedings in this action or in a new action for liability for damages to natural resources at OU1, if prior to U.S. EPA certification of completion of the remedial action at OU1, or after U.S. EPA certification of completion of the remedial action at OU1,

(i) previously unknown conditions are discovered at the Site, or

(ii) new information previously unknown is received, in whole or part, at the Site,

and these previously unknown conditions or new information together with any other relevant information, indicates injury to natural resources.

5. Nothing in this Consent Decree constitutes a covenant not to sue or to take action or otherwise limits the

ability of the United States to seek or obtain further relief, including reimbursement of costs, damages, contribution or indemnity, from any Settling Defendant if total response costs incurred by any person at or in connection with the Site exceed \$50,000,000.00. Prior to initiating judicial or administrative action to obtain such further relief, the United States will make best efforts to provide a reasonable opportunity for each Settling Defendant to satisfy and discharge any and all claims of the United States by paying to the United States that Settling Defendant's share of the costs in excess of \$50,000,000.00, which share shall be determined by applying the percentage figure listed in Attachment 1 for each Settling Defendant to the amount of costs exceeding \$50,000,000.00.

6. Nothing in this Consent Decree is intended as a release or covenant not to sue for any claims or causes of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a Settling Defendant and signatory to this Consent Decree. The United States and the Settling Defendants expressly reserve all claims and causes of action, either judicial or administrative, civil or criminal, past or future, in law or in equity, against any person or entity who is not a signatory to this Consent Decree for any matter arising out of or in connection with the Site.

7. The United States and the Settling Defendants hereby agree that nothing in this Consent Decree shall constitute an admission of liability or fact by any Settling Defendant. This Consent Decree shall not be used as evidence in any judicial or administrative proceeding except one to enforce this Consent Decree. Payments made by Settling Defendants under Section III of this Consent Decree are not and do not constitute the imposition of penalties, fines, or monetary sanctions of any kind.

VIII. CONTRIBUTION PROTECTION

With regard to claims for contribution against the Settling Defendants for matters addressed in this Consent Decree, the Settling Defendants are entitled to such protection from contribution actions or claims as is provided by CERCLA Section 122(g)(5), 42 U.S.C. § 9622(g)(5).

IX. COUNTERPARTS

This Consent Decree may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

X. PUBLIC COMMENT

This Consent Decree shall be subject to a thirty day public comment period and notice and an opportunity for a public meeting in the affected area. The United States may unilaterally withdraw consent to this Consent Decree, in whole or in part with respect to any Settling Defendant, if comments received disclose

facts or considerations which show that this Consent Decree is in whole or in part inappropriate, improper or inadequate.

XI. EFFECTIVE DATE

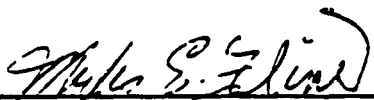
The effective date of this Consent Decree shall be the date of entry by this Court as indicated below.

XII. COSTS AND FEES

The Settling Defendants shall bear their own costs and fees regarding this action.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Borough of Lemoyne, et al., relating to the Keystone Landfill Superfund Site.


FOR THE UNITED STATES OF AMERICA:



MYLES E. FLINT
Acting Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice
Washington, D.C. 20530

4/29/93

Date



LYNN PENMAN
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
Washington, D.C. 20530

April 13, 1993

Date


JAMES J. WEST
United States Attorney
Middle District of Pennsylvania

By: 

ROBERT J. DESOUSA
Chief Civil Division
United States Attorneys Office
Middle District Pennsylvania
Lewisburgh, PA 17837

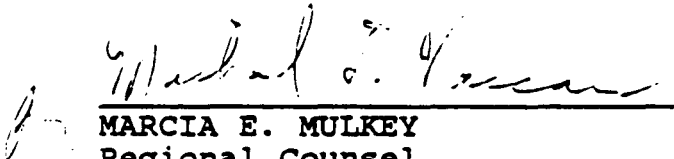
5/4/93

DATE


STANLEY LASKOWSKI
Acting Regional Administrator
U.S. Environmental Protection Agency
Region III

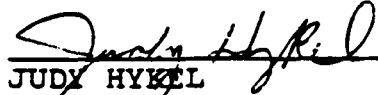
4/9/93

DATE


MARCIA E. MULKEY
Regional Counsel
U.S. Environmental Protection Agency
Region III

4/9/93

DATE



JUDY HYKEL
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III

March 18, 1993
Date

FOR THE BOROUGH OF LEMOYNE:

E. K. Lank

E.K. Lank, Council President

ATTEST:

By Howard E. Dougherty

Howard E. Dougherty, Sec.

September 3, 1992

Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: H.A. Johnson of Johnson Dottie Stewart Weidner
Title: Solicitor
Address: Box 109 Lemoyne Pa 17043
Tel. No.: 717 761 4540

FOR CAPITOL PRODUCTS CORPORATION,
FORMERLY A WHOLLY-OWNED SUBSIDIARY
OF ETHYL CORPORATION:

Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: _____
Title: _____
Address: _____
Tel. No.: _____

FOR THE BOROUGH OF LEMOYNE:

Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: _____
Title: _____
Address: _____
Tel. No.: _____

FOR CAPITOL PRODUCTS CORPORATION,
FORMERLY A WHOLLY-OWNED SUBSIDIARY
OF ETHYL CORPORATION:



Vice President-Capitol Products Corp.

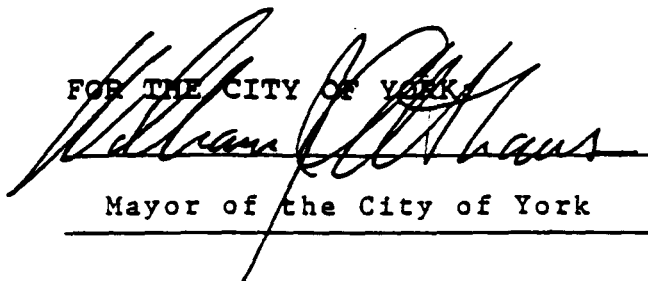
8/18/92

Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: William J. Connolly
Title: _____
Address: 1100 Boulders Parkway
Richmond, Virginia 23225
Tel. No.: (804)330-1026

FOR THE CITY OF YORK



Mayor of the City of York

8/7/92

Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: Edward C. Roberts, Esquire
Title: Assistant City Solicitor
Address: 119 East Market Street
Tel. No.: (717)-843-8968

FOR CSX TRANSPORTATION, INC.:

Date

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: _____
Title: _____
Address: _____
Tel. No.: _____

FOR THE CITY OF YORK:

Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: _____
Title: _____
Address: _____
Tel. No.: _____

FOR CSX TRANSPORTATION, INC.:



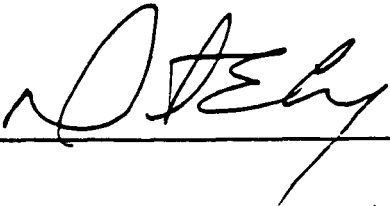
William J. Turner, Jr.
Chief Environmental Officer

August 4, 1992
Date

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: Robert C. Moore
Title: Senior Counsel
500 Water Street
Address: Jacksonville, FL 32202
Tel. No.: (904) 359-1255

FOR DAL-TILE CORPORATION:



9-2-92

Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: David E. Cox
Title: Vice President
Address: P.O. Box 17130
Tel. No.: (214) 398-1411

FOR JURA SERVICES, INC., FORMERLY
KNOWN AS SKETCHLEY SERVICES, INC.:

Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: _____
Title: _____
Address: _____
Tel. No.: _____

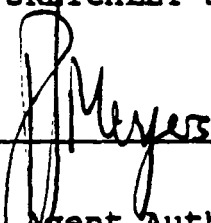
FOR DAL-TILE CORPORATION:

Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: _____
Title: _____
Address: _____
Tel. No.: _____

FOR JURA SERVICES, INC., FORMERLY
KNOWN AS SKETCHLEY SERVICES, INC.:

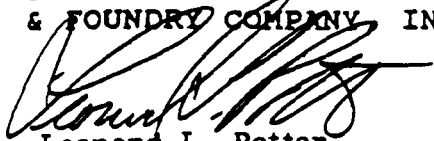


August 6, 1992
Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: RICHARD JOHN MEYERS
Title: VICE PRESIDENT
Address: 4 HARLEY STREET, LONDON, ENGLAND
Tel. No.: 071 436 4441

FOR LITTLESTOWN HARDWARE
& FOUNDRY COMPANY INC.:



Leonard L. Potter
Exec. V. P. & Gen. Mgr.

7/27/92

Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: _____

Title: _____

Address: _____

Tel. No.: _____

FOR SPECTRA-KOTE CORPORATION:

Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: _____

Title: _____

Address: _____

Tel. No.: _____

FOR LITTLESTOWN HARDWARE
& FOUNDRY COMPANY, INC.:

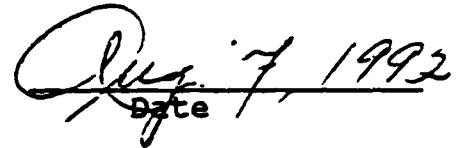
Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: _____
Title: _____
Address: _____
Tel. No.: _____

FOR SPECTRA-KOTE CORPORATION:




Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Donald M. Lewis III
Attorney
Keefer, Wood, Allen & Rahal
210 Walnut Street
P.O. Box 11963
Harrisburg, PA 17108-1963
(717) 255-8038

ATTACHMENT 1

	<u>% share</u>	<u>SETTLEMENT ALLOCATION</u>
1. CSX Transportation	0.140%	\$ 37,660.00
2. Sketchly Services	0.263%	\$ 70,747.00
3. Ethyl Corporation	0.293%	\$ 78,817.00
4. Dal-Tile Corporation	0.304%	\$ 81,776.00
5. Lemoyne Borough	0.102%	\$ 27,438.00
6. Littco	0.439%	\$ 118,091.00
7. Spectra-Kote	0.830%	\$ 223,270.00
8. City of York	<u>1.020%</u>	\$ <u>274,380.00</u>
Total	3.391%	\$ 912,179.00

THE UNDERSIGNED PARTIES, who have entered into this de minimis Consent Decree in the matter of United States v. The Borough of Lemoyne, et al. relating to the Keystone Landfill Superfund Site, hereby agree to the above amendments to paragraph III.1 and Attachment 1 to the de minimis Consent Decree.

FOR THE UNITED STATES OF AMERICA:

Lois J. Schaffer
LOIS J. SCHAEFFER
Acting Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice
Washington, D.C. 20530

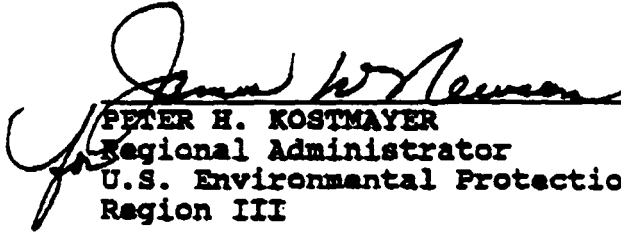
7/30/94
Date

Lynn Penman
LYNN PENMAN
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
Washington, D.C. 20530

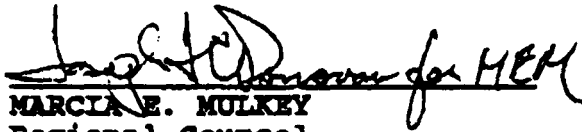
7/14/94
Date

DAVID M. BARASCH
United States Attorney
Middle District of Pennsylvania

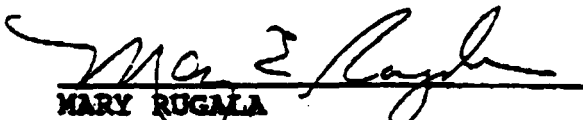
By: _____
ROBERT R. LONG, JR.
Assistant United States Attorney
Middle District of Pennsylvania
Lewisburgh, PA 17837


PETER H. KOSTMAYER
Regional Administrator
U.S. Environmental Protection Agency
Region III

7/29/94
Date


MARCIA E. MULKEY
Regional Counsel
U.S. Environmental Protection Agency
Region III

7/29/94
Date


MARY RUGALA
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III

7/29/94
Date

FOR THE BOROUGH OF LEMOYNE:

E. K. Fink

22 June 94
Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

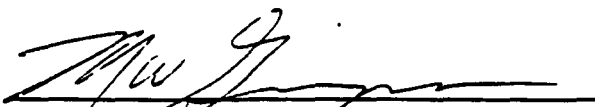
Name: Trace A Johnson

Title: Solicitor

Address: 301 Market St Lemoine, Pa 17043

Tel. No.: 717 761 4540

FOR CAPITOL PRODUCTS CORPORATION,
FORMERLY A WHOLLY-OWNED SUBSIDIARY
OF ETHYL CORPORATION:


M. W. Giancaspro - Vice President

June 22, 1994
Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name:  William J. Connolly

Title: Assistant General Counsel

Address: 1100 Boulders Pkwy., Richmond, VA 23225

Tel. No.: (804) 330-1026

FOR THE CITY OF YORK:

Charles H. Robertson
Charles H. Robertson, Mayor

6.28.94
Date

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: Charles H. Robertson
Title: Mayor
Address: 50 West King Street, York
Tel. No.: (717) 849-2221

FOR CSX TRANSPORTATION, INC.:

Samuel I. Gutter

July 5, 1994
Date

Agent Authorized to Accept Service^{*} on Behalf of Above-signed Party:

Name: SAMUEL I. GUTTER

Title: SIDLEY & AUSTIN

Address: 1722 I St., N.W., WASHINGTON, DC

Tel. No.: (202) 736-8167

20006

* for this
matter only

FOR DAL-TILE CORPORATION:

Howard I. Bull

June 22, 1994

Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: Howard I. Bull

Title: CEO, President

Address: 7834 Hawn Freeway; Dallas, TX 75217

Tel. No.: (214) 398-1411

FOR JURA SERVICES, INC., FORMERLY
KNOWN AS SKETCHLEY SERVICES, INC.:

Adrian L. Steel, Jr.

4/22/94
Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: Adrian L. Steel, Jr.
Title: Attorney
Mayer, Brown & Platt
Address: 2000 Pennsylvania Ave., N.W., Suite 6500
Washington, D.C. 20006
Tel. No.: (202) 778-0630

FOR LITTLESTOWN HARDWARE
& FOUNDRY COMPANY, INC.:



6-22-94

Date

LEONARD L POTTER, EXEC. V.P. & G.M.

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

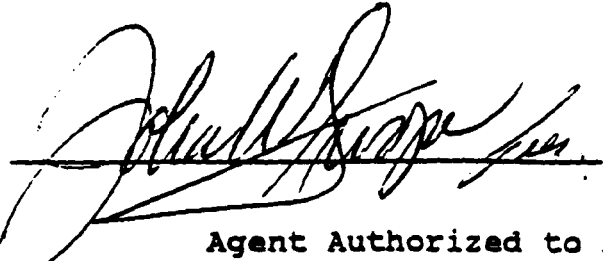
Name: _____

Title: _____

Address: _____

Tel. No.: _____

FOR SPECTRA-KOTE CORPORATION:



June 27, 1996
Date

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: Donald M. Lewis III

Title: Attorney

Address: Keefer, Wood, Allen & Rahal
210 Walnut St., P.O. Box 11963, Harrisburg PA 17108

Tel. No.: (717) 255-8038

IN THE UNITED STATES
DISTRICT COURT FOR THE MIDDLE
DISTRICT OF PENNSYLVANIA

THE UNITED STATES OF AMERICA

Plaintiff,

v.

THE BOROUGH OF LEMOYNE; CAPITOL
PRODUCTS CORPORATION, formerly a
wholly-owned subsidiary of Ethyl
Corporation; THE CITY OF YORK;
CSX TRANSPORTATION, INC.; DAL-TILE
CORPORATION; JURA SERVICES, INC.,
formerly known as Sketchley
Services, Inc.; LITTLESTOWN
HARDWARE & FOUNDRY COMPANY, INC.;
and SPECTRA-KOTE CORPORATION,

Defendants.

CIVIL ACTION NO.
4:CV-93-667

AMENDMENT TO THE DE MINIMIS CONSENT DECREE


Paragraph III.1 and Attachment 1 to the de minimis Consent Decree are hereby amended to read as follows:

III.1. Each Settling Defendant shall pay that portion of \$996,376.00 as is set forth for that Settling Defendant in Attachment 1 to this Consent Decree, which is incorporated herein by reference, within 30 days of the entry of this Consent Decree. The City of York shall pay its portion of the settlement amount in six equal annual payments of \$45,000.00, plus a final payment of \$3,573.00 in the seventh year, with the first payment beginning thirty days after the entry of the Consent Decree.

(3) All claims of the United States against the Defendants named in this action with respect to the matters addressed in the consent decree are hereby dismissed with prejudice except as provided for in the amended consent decree;

(4) All claims of the defendants named in this action against the United States with respect to the matters addressed in the consent decree are hereby dismissed with prejudice except as provided for in the amended consent decree; and

(5) The Clerk of Court is directed to close the file.


SYLVIA H. RAMBO, Chief Judge
Middle District of Pennsylvania

Dated: November 17, 1994.

ATTACHMENT 1

	<u>% share</u>	<u>SETTLEMENT ALLOCATION</u>
1. CSX Transportation	0.140%	\$ 37,660.00
2. Sketchley Services	0.262%	\$ 70,478.00
3. Ethyl Corporation	0.292%	\$ 78,548.00
4. Dal-Tile Corporation	0.625%	\$ 168,125.00
5. Lemoyne Borough	0.102%	\$ 27,438.00
6. Littco	0.438%	\$ 117,822.00
7. Spectra-Kote	0.828%	\$ 222,732.00
8. City of York	<u>1.017%</u>	\$ <u>273,573.00</u>
Total	3.704%	\$ 996,376.00